

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS PENSION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS WELFARE
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS VACATION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS ANNUITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS APPRENTICESHIP, JOURNEYMAN
RETRAINING, EDUCATIONAL AND INDUSTRY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS CHARITY FUND, and THE NEW
YORK CITY AND VICINITY CARPENTERS LABOR-
MANAGEMENT COOPERATION FUND by
MICHAEL J. FORDE, and JOSEPH OLIVIERI,
As TRUSTEES,

ANSWER

Civil Action No.:
08-CV-0387

(Koeltl, J.)

Petitioners,

- against -

JOHN WHYTE d/b/a KW CONSTRUCTION, INC.,
JOHN WHYTE, a.k.a. JOHN WHITE individually,
NASHEEMA RAMJOHN, a.k.a. NASHEEMA WHYTE,
WASHINGTON MUTUAL BANK, FA.

Respondents.

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Respondent Washington Mutual Bank s/h/a Washington Mutual Bank, FA

("Washington Mutual"), by its attorneys Cullen and Dykman LLP, answers the Petition in this
action as follows:

Nature of the Action

1. To the extent the allegations contained in paragraph "1" of the Petition call for
a legal conclusion, no response is required. To the extent a response is required, Washington
Mutual denies knowledge or information sufficient to form a belief as to the allegations

contained in paragraph "1" of the Petition and refers to the statutes referred to therein.

Washington Mutual further refers all questions of law to the Court.

Jurisdiction

2. To the extent the allegations contained in paragraph "2" of the Petition call for a legal conclusion, no response is required. To the extent a response is required, Washington Mutual denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "2" of the Petition and refers to the statutes referred to therein.

Washington Mutual further refers all questions of law to the Court.

3. To the extent the allegations contained in paragraph "3" of the Petition call for a legal conclusion, no response is required. To the extent a response is required, Washington Mutual denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "3" of the Petition and refers to the statutes referred to therein.

Washington Mutual further refers all questions of law to the Court.

Venue

4. To the extent the allegations contained in paragraph "4" of the Petition call for a legal conclusion, no response is required. To the extent a response is required, Washington Mutual denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "4" of the Petition and refers to the statutes referred to therein.

Washington Mutual further refers all questions of law to the Court.

Parties

5. To the extent the allegations contained in paragraph "5" of the Petition call for a legal conclusion, no response is required. To the extent a response is required, Washington Mutual denies knowledge or information sufficient to form a belief as to the allegations

contained in paragraph "5" of the Petition and refers to the statutes referred to therein.

Washington Mutual further refers all questions of law to the Court.

6. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "6" of the Petition.

7. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "7" of the Petition.

8. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "8" of the Petition.

9. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "9" of the Petition.

10. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "10" of the Petition.

11. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "11" of the Petition.

12. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "12" of the Petition.

13. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "13" of the Petition.

14. Admits that Washington Mutual is a federally chartered banking institution existing under the laws of the United States and authorized to and conducting business in New York and except as so admitted denies the remaining allegations of paragraph "14" of the Petition.

15. Admits that Washington Mutual provided a sum of the financing and retains a mortgage lien and except as so admitted denies the remaining allegations of paragraph "15" of the Petition.

Facts

16. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "16" of the Petition.

17. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "17" of the Petition.

18. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "18" of the Petition.

19. Admits that Washington Mutual provided a sum of the financing and retains a mortgage lien and except as so admitted denies the remaining allegations of paragraph "19" of the Petition.

20. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "20" of the Petition.

21. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "21" of the Petition.

22. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "22" of the Petition.

23. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "23" of the Petition.

24. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "24" of the Petition.

25. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "25" of the Petition.

26. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "26" of the Petition.

27. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "27" of the Petition.

28. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "28" of the Petition.

29. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "29" of the Petition.

30. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "30" of the Petition.

31. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "31" of the Petition.

32. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "32" of the Petition.

33. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "33" of the Petition.

34. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "34" of the Petition.

35. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "35" of the Petition.

36. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "36" of the Petition.

ANSWERING THE FIRST CLAIM
(Personal Liability of John Whyte)

37. In response to the allegations of paragraph "37" of the Petition, Washington Mutual repeats and realleges its responses to paragraphs "1" through "36" of the Petition as if fully set forth at length herein.

38. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "38" of the Petition.

39. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "39" of the Petition.

40. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "40" of the Petition.

ANSWERING THE SECOND CLAIM
(Piercing the Corporate Veil of KW Construction, Inc.)

41. In response to the allegations of paragraph "41" of the Petition, Washington Mutual repeats and realleges its responses to paragraphs "1" through "36" and "37" through "40" of the Petition as if fully set forth at length herein.

42. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "42" of the Petition.

43. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "43" of the Petition.

44. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "44" of the Petition.

45. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "45" of the Petition.

46. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "46" of the Petition.

ANSWERING THE THIRD CLAIM
(Fraudulent Conveyance to Nasheema Ramjohn)

47. In response to the allegations of paragraph "47" of the Petition, Washington Mutual repeats and realleges its responses to paragraphs "1" through "36," "37" through "40" and "41" through "46" of the Petition as if fully set forth at length herein.

48. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "48" of the Petition.

49. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "49" of the Petition.

50. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "50" of the Petition.

ANSWERING THE FOURTH CLAIM
(Attorneys' Fees Pursuant to NY DCL § 276-a)

51. In response to the allegations of paragraph "51" of the Petition, Washington Mutual repeats and realleges its responses to paragraphs "1" through "36," "37" through "40," "41" through "46" and "47" through "50" of the Petition as if fully set forth at length herein.

52. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "52" of the Petition.

53. Denies knowledge or information sufficient to form a belief as to the allegations of paragraph "53" of the Petition.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

54. The Petition fails to allege facts sufficient to state a cause of action against Washington Mutual.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

55. Respondent is not a proper party to this action.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

56. Washington Mutual has an existing mortgage lien on the subject property superior to any and all liens or claimed liens of Petitioners or any other party to this action.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

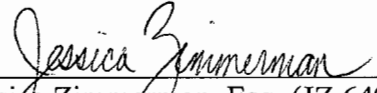
57. Washington Mutual is entitled to its attorneys' fees and the costs and disbursements of this action.

WHEREFORE, Washington Mutual demands judgment dismissing the Petition together with the costs and disbursements of this action and its reasonable attorneys' fees and disbursements incurred in defending this action.

Dated: Garden City, New York
August 11, 2008

CULLEN AND DYKMAN LLP

By:


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